

REQUEST FOR PROPOSALS

FINAL AUDIT AND ACCOUNTING SERVICES

FOR

THE CITIES GROUP JOINT POWERS AUTHORITY

RETURN PROPOSALS TO:

Paul Chrisman, Chief Executive Officer
pchrisman1@citiesgroup.net

with copy to

Jenny Liu, Board President
JLiu@cityofsancarlos.org

DEADLINE FOR SUBMITTALS:
5:00P.M. on Friday, February 13, 2026

REQUEST FOR PROPOSALS
FINAL AUDIT AND ACCOUNTING SERVICES
FOR THE CITIES GROUP JOINT POWERS AUTHORITY

I. BACKGROUND AND HISTORY

The San Mateo County Cities Insurance Group (“the Cities Group”) was formed by Joint Powers Agreement on October 5, 1978, for the purpose of allowing its members to pool resources to fund and administer their workers’ compensation programs. The Cities Group is currently comprised of five member agencies: the City of San Carlos, the City of Half Moon Bay, the City of Dublin, the Town of Atherton, and the Town of Hillsborough. A sixth member agency, the City of Foster City, left the Cities Group membership effective August 1, 2025. The Cities Group also administered workers’ compensation claims on behalf of the San Mateo County Transit District (SAMTRANS) on a contract basis until September 1, 2025.

The workforce sizes and claim exposures vary among the Cities Group’s member agencies. As such, each member agency is assessed annually to cover both the cost of the claims it generates, and its share of the costs to operate and administer the Cities Group’s programs in amounts that are proportional to the program assessments levied against each member which reflect each member’s claim liability and expenditures. To limit drastic fluctuations in assessment size, the amount that a member agency’s assessment can increase year-over-year is capped. Because a member agency’s claims liability may increase year-over-year at rates that outpace this cap on assessment increases, at times one or more member agencies may have negative equity in the Group (i.e. more owed to the Group than its current fund and reserve balances). Historically, when member agencies have had temporary spikes in claims liability, their equity has balanced over time as their annual claims liabilities have stabilized and assessments increased. In some circumstances, member agencies have also paid voluntary special assessments to stabilize their equity after periods of sharp claims liability increases.

Effective August 1, 2025, the City of Foster City’s membership in the Cities Group was terminated pursuant to a Termination Agreement, under which Foster City accepted all existing, pending, and future liability associated with claims it generated. As such, the Cities Group no longer has any liability related to Foster City claims as of August 1, 2025. Pursuant to the Termination Agreement, the Cities Group is obligated to identify the balance of Foster City’s workers’ compensation, long-term disability, and life insurance reserve funds as of the date of termination and provide an accounting evidencing those balances to Foster City. The Cities Group previously commissioned a similar accounting of the existing fund balances for all of the member agencies, including Foster City, as of March 31, 2025.

Recently, the Councils for each of the remaining five member agencies approved a Dissolution Agreement, which sets forth a plan and schedule for the dissolution of the Cities Group. That Dissolution Agreement calls for each of the member agencies to assume full responsibility for all past, existing, and future liability for claims they generate and all other benefits previously provided to the member agencies by the Cities Group, such that the Cities Group shall have no obligation or responsibility for member agencies’ claims or the provision of other benefits on behalf of the member agencies as of January 1, 2026.

The Dissolution Agreement calls for the Cities Group to following the conclusion of calendar year

2025, commission studies necessary to substantiate an accurate final accounting of each member agency's respective equity in or deficit to the Cities Group as of January 1, 2026. These studies are to include an audit of the Cities Group's financial records, including an examination of historical claims data, deposits and withdrawals, assessments paid by the member agencies, and compliance with standard budget and accounting practices, the Cities Group's governing documents, and actions/directives of the Cities' Group's Board of Directors.

The Cities Group seeks qualified firms to provide auditing and accounting services necessary to substantiate and determine the respective fund balances of the member agencies. The successful bidder (the "Consultant") will review and audit no less than the last 3 years of financial records maintained by the Cities Group to confirm that each member agency has been assessed properly and that the funds raised through those assessments have been allocated correctly. The Consultant will also complete the final accounting related to Foster City's fund balances as of the date of its termination (August 1, 2025) and the fund balances of the remaining five member agencies as of January 1, 2026.

II. SCOPE OF WORK TO BE PERFORMED

The work to be performed by the Consultant will include, but may not necessarily be limited to, the tasks identified below. The Consultant will provide the Cities Group with a written report summarizing all of its work and findings at the end of the work. However, upon completing the work and before drafting a written report, Consultant will meet with the Cities Group representatives to review its findings and discuss the form of the written report.

a. Audit of Cities Group Records: Review the Cities Group financial and other records, including historical claims data, deposits and withdrawals, assessments paid by the member agencies, and Cities Group policy documents (such as the Cities Group's governing documents and formal directions issued by the Cities' Group's Board of Directors) to confirm whether each member agency has been properly assessed and that the funds paid as assessments have been allocated by the Cities Group appropriately. The Consultant should determine how far back it wishes to study the Cities Group records to reach a confident conclusion that each member's existing fund balances and associated equities in the Cities Group can be accurately calculated, although this study should review no less than three years of financial records. Consultant shall work with the Cities Group's Chief Executive Officer, Paul Chrisman, to obtain all records needed to complete this study.

b. Calculation of Fund Balances: Conduct an accounting that determines the balances of all funds for each of the current five member agencies as of January 1, 2026 and the City of Foster City as of its termination date (August 1, 2025). In addition, Consultant should determine the amount that each member agency would need to pay to Cities Group, or be reimbursed by Cities Group, to bring its equity in the Group to zero. In the case of Foster City, this amount should take into account the continuing cost obligations that were to be charged against its remaining equity in the Cities Group after its membership was terminated. The report provided by the Consultant must provide sufficient detail to allow each of the member agencies to examine and be confident in the Consultant's findings.

III. SCHEDULE AND SUBMITTALS

The target dates are as follows:

Release of RFP
Proposals Due
Contract Award
Work Begins
Work Completed/Meeting with Cities Group
Report Completed and Submitted to Cities Group

Early January, 2026
February 13, 2026
February 24, 2026
March 2026
End of March 2026
April 2026

IV. PROPOSAL REQUIREMENTS

Proposals should be brief and should not include unnecessary promotional material. Each proposal should contain the following elements in the order identified below:

1. Cover Letter

The cover letter will include the company name, address, and telephone number of the authorized person to be used as the contact. The letter will indicate whether the proposer is an individual, partnership, or corporation. It must be signed by the individual, partner, or an officer or agent authorized to bind the firm.

2. Statement of Experience

Describe the qualifications and experience of the team members expected to be assigned to this project. The description shall include previous experience with similar projects. Please provide at least two public entity client references, preferably in Northern California.

3. Work Plan Approach and Schedule

Discuss your firm's understanding of the scope of work to be performed and the level of effort expected to be performed by each resource. Include an itemized table of estimated person hours by professional classification (or team member) to quantify the level of effort. Describe the timeline for completing the work.

4. Rate Schedule and Price Sheet

Provide the most current rate schedule that includes the rates of all applicable staff that may be assigned to this project and a Price Sheet itemizing all elements and tasks imperative to completing the scope of work and the costs to complete each of those elements and tasks.

5. Other Relevant Information and Exceptions

Provide additional relevant information that may be helpful in the selection process, including any exceptions taken to the standard professional services agreement attached hereto.

V. SELECTION PROCESS

Only those proposals which are complete and delivered to the Cities Group staff by 5:00 p.m. on February 13, 2026 shall be considered. It is the responsibility of the proposer to ensure that the proposal is received. Address all proposals to Paul Chrisman, Chief Executive Officer (pchrisman1@citiesgroup.net) with copy to Jenny Liu, Board President (JLiu@cityofsancarlos.org).

Proposals will be reviewed and evaluated based on the prospective Consultant's understanding of the scope and general approach to completing the work, experience with projects of similar complexity and magnitude, qualifications of the staff assigned to this project, and demonstrated

ability to perform high quality work, control costs, and to meet time schedules.

The firms whose proposals are selected as finalists for consideration may be asked to appear, at their own expense, before an evaluation panel or the Cities Group Board to discuss their proposal.

All proposals, whether selected or rejected, shall become the property of the Cities Group. Costs of preparation of proposals will be borne solely by the proposer. Proposals may be submitted electronically.

The Cities Group reserves the right to: reject any and all proposals; to waive any informality, defect, or irregularity in a proposal; to alter the selection process in any way; to postpone the selection process for its own convenience at any time; to accept or reject any individual sub-consultant that a proposer intends to use; and/or to decide whether or not to contract with any proposer. Nothing in this RFP shall be construed to obligate the Cities Group to negotiate or enter into a contract with any particular proposer. This RFP shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind. In its sole discretion, the Cities Group may award a contract with or without the Add-On Work included in the final scope of work.

By submitting a proposal, each proposer asserts that it shall execute a professional services agreement in substantially the same form as the standard agreement attached hereto as Exhibit A upon award by the Cities Group. Exceptions taken to the provisions of the standard agreement shall not be entertained unless identified within the proposal submitted by the successful consultant.

All inquiries regarding this RFP should be directed to Paul Chrisman, Chief Executive Officer (pchrisman1@citiesgroup.net) with copy to Jenny Liu, Board President (JLiu@cityofsancarlos.org).

**EXHIBIT A TO THE REQUEST FOR PROPOSALS FOR ACTUARIAL SERVICES
RELATED TO WORKERS COMPENSATION LIABILITY POOL FOR THE CITIES
GROUP JOINT POWERS AUTHORITY**

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, _____ by and between the SAN MATEO COUNTY CITIES INSURANCE GROUP, a California Joint Powers Authority hereinafter called "CITIES GROUP" and _____ hereinafter called "CONSULTANT."

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITIES GROUP desires to engage CONSULTANT to render certain professional services in the CITIES GROUP;
- B. That CONSULTANT is qualified to provide such services to the CITIES GROUP and;
- C. That CITIES GROUP has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire on (date).

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITIES GROUP shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining

the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITIES GROUP to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITIES GROUP hereunder.

3. Compensation; Expenses; Payment. CITIES GROUP shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule included in Exhibit A hereof, attached hereto and by reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum (\$) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the CITIES GROUP.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITIES GROUP, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

In the event CITIES GROUP desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the CITIES GROUP.

4. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITIES GROUP for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
5. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
6. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITIES GROUP shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert services similar to those to be performed by CONSULTANT hereunder.

9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITIES GROUP is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITIES GROUP.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITIES GROUP shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITIES GROUP of completing work under this Agreement in a timely manner. In the case of emergency work, the CITIES GROUP may request that the CONSULTANT commence work immediately or as soon as practicable, and CONSULTANT agrees to make every reasonable effort to respond accordingly.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITIES GROUP, its Board, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITIES GROUP, its Board, officers, employees, or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITIES GROUP's risks in form subject to the approval of the CITIES GROUP Attorney and/or CITIES GROUP's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Insurance Category

Minimum Limits

Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITIES GROUP as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITIES GROUP in the same manner and to the same extent as CONSULTANT is bound to CITIES GROUP under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITIES GROUP prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit B, or similar form, furnish CITIES GROUP with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of

commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITIES GROUP shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the CITIES GROUP, its Board, officers, employees, and agents, as additional insureds; and
- (d) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITIES GROUP, its Board, officers, employees, and agents, and any insurance or self-insurance maintained by CITIES GROUP for itself, its Board, officers, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITIES GROUP, to the extent required by this Agreement, before the CITIES GROUP's insurance or self-insurance may be called upon to protect CITIES GROUP as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITIES GROUP for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITIES GROUP.

CITIES GROUP reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITIES GROUP at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT and each subconsultant must comply with the anti-discrimination requirements of Labor Code Section 1777.6. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITIES GROUP setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITIES GROUP and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
- CITIES GROUP: CITIES GROUP
XXXXXX
XXXXXX
Attention:
- CONSULTANT:
16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful

party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A and B, comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITIES GROUP

Dated: _____

Paul Chrisman, Chief Executive Officer

APPROVED AS TO FORM

Dated: _____

Kai Ruess, CITIES GROUP Attorney

CONSULTANT

Dated: _____

XXXXXXXXXX

EXHIBIT A

SCOPE OF SERVICES, RATES, and SCHEDULE

EXHIBIT B

INSURANCE FORMS

CONSULTANT shall provide Certificates of Insurance and original endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached form, or similar form acceptable to the CITIES GROUP.

ATTACHED

1. Insurance Coverage Form

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____

Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED:

Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE: The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITIES GROUP, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITIES GROUP.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

